

Box 29

IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)

Case Number: 21223/24

In the matter between:

THE ASSOCIATION FOR THE ADVANCEMENT OF
WILGENHOF RESIDENTS

Applicant

and

STELLENBOSCH UNIVERSITY

1st Respondent

COUNCIL OF STELLENBOSCH UNIVERSITY

2nd Respondent

RECTOR OF STELLENBOSCH UNIVERSITY

3rd Respondent

CHAIRPERSON OF THE PANEL APPOINTED TO
INVESTIGATE THE CONTENTS OF TWO ROOMS AT
WILGENHOF RESIDENCE, ADV NICK DE JAGER N.O.

4th Respondent

SETTLEMENT AGREEMENT

WHEREAS the Applicant issued an application against the Respondents for the relief as set out in the Notice of Motion dated 2 October 2024.

AND WHEREAS the Applicant shall hereinafter be referred to as "AWIR".

AND WHEREAS AWIR and the Respondents shall collectively be referred to as "the Parties".

AND WHEREAS the Parties are desirous of settling the application under case number 21223/24 and have furthermore agreed to the terms of such settlement which are recorded herein and that this settlement agreement shall be made an order of court.

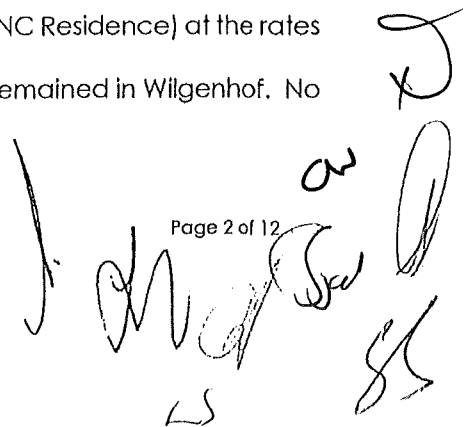
NOW THEREFORE the parties agree as follows:

1. TEMPORARY CLOSURE OF THE RESIDENCE BUILDING

1.1. The Wilgenhof residence building will close temporarily, to allow for a process of rejuvenating and reimagining a new residence, and to enable necessary renovations to the residence.

1.2. All the current eligible Wilgenhof residents (those who meet the academic requirements and the members of the House Committee) who wish to be accommodated there ("the Wilgenhof students") will be accommodated as a group at SU's North Campus Residence, a new 234 single-bed residence ("NC Residence"), from the commencement of the 2025 first semester. Those who do not wish to move to the NC Residence will be accommodated in other residences, or may move into private accommodation, should they wish.

1.3. The Wilgenhof students will be entitled to the alternative accommodation at the NC Residence and/or in any other residence to which they are allocated (for those students who do not wish to move to the NC Residence) at the rates they would have been charged in 2025 had they remained in Wilgenhof. No

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Wilgenhof student will be required to pay any more for accommodation than he would have paid had he remained in Wilgenhof.

- 1.4. The NC Residence will be ready for occupation by the Wilgenhof students, together with the new first years allocated to Wilgenhof as contemplated in paragraph 3 below ("the new first years"), at the start of the 2025 academic year.
- 1.5. The Wilgenhof students, together with the new first years, will be entitled to return to the renovated residence if they wish to do so, as soon as reasonably practicable, and no later than 21 July 2025.
- 1.6. The ordinary placement rules will apply for 2026 in accordance with the SU residence placement policy. This means that the Wilgenhof students who meet the re-placement criteria will be entitled to remain in the new rejuvenated residence.

2. **HOUSE COMMITTEE RECOGNITION AND ROLE IN THE NC RESIDENCE**

- 2.1. SU has recognized and approved the election of the 2025 Wilgenhof House Committee ("HK").
- 2.2. The HK members will be entitled to all their rights as HK members and shall fulfil their role as such in the NC Residence, together with the NC residence committee. The HK will furthermore be involved in the renewal and rejuvenation process set out in paragraph 5 below.

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3. ALLOCATION OF FIRST YEAR STUDENTS FOR 2025, AND THE RETURN TO THE RENOVATED RESIDENCE

- 3.1. Wilgenhof is typically allocated between 60 and 70 first year students in any given year. The first-year placement ratio is 50% white and 50% BCIA students.
- 3.2. Approximately 38 prospective first-year students have applied to be placed in Wilgenhof as their first choice for the 2025 academic year and have qualified for placement after the first round of academic offers. Those 38 applicants will be offered the opportunity to be placed as first years in the NC Residence as part of the Wilgenhof community.
- 3.3. Additional prospective first-year students who have applied to be placed in university residences for the 2025 academic year and qualify for placement will also be allocated to the NC Residence as part of the Wilgenhof community to ensure that the usual first-year allocation as stipulated in paragraph 3.1 above is achieved and maintained.
- 3.4. The other rooms available in the NC Residence after the placement of the prospective Wilgenhof first-year students will be allocated to other male students as part of the NC Residence community to achieve a ratio of 40% first years and 60% senior students, and SU's diversity targets.
- 3.5. All eligible Wilgenhoffers who resided in Wilgenhof in 2024 (irrespective of where they stay in 2025) as well as the 2025 first-year group in the NC Residence who wish to move back to the renovated residence ("the Wilgenhof students"), will be entitled to move as envisioned in paragraphs 1 and 4.

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4. REMEDIAL WORK TO BE UNDERTAKEN AND TIME PERIOD ASSOCIATED WITH SUCH WORK

- 4.1. SU has informed AWIR that it is obliged to undertake certain necessary renovations and refurbishments at the Wilgenhof residence ("the works") in order to comply with the Department of Higher Education and Training's Policy on the Minimum Norms and Standards for Student House at Public Universities ("DHET Policy").
- 4.2. The works will include but not be limited to: (a) the upgrading and increasing the bathrooms at the residence which are presently non-compliant with the DHET Policy; (b) repair of potential damage to damage to the roof; (c) upgrade of rooms, including cupboards; and (d) fixing of damaged window frames. As presently advised, SU understands that none of the works require heritage approval.
- 4.3. SU has appointed its preferred contractor to attend to the works and to commence as soon as possible.
- 4.4. SU shall ensure that the work on the ablution facilities is completed first, as soon as reasonably possible, and by no later than 21 July 2025.
- 4.5. SU shall permit the Wilgenhof students to return to the residence by no later than 21 July 2025, and earlier if SU determines it is practical for them to return.
- 4.6. AWIR and the Wilgenhof students acknowledge and accept that not all the works will be fully completed by 21 July 2025 when they return to the residence and that they may be inconvenienced as a result of the continuing of the works after they reoccupy the residence.

4.7. Once they return to the residence, the Wilgenhof students undertake to provide their full cooperation to SU in enabling the completion of the outstanding works, and to treat all contractors working at the residence with courtesy and respect.

4.8. SU and its contractors will make their best endeavours to ensure that the inconvenience to the students caused by work conducted after they return is kept to a minimum.

5. REJUVENATION PROCESS AND THE FACILITATION THEREOF

5.1. In order to make a clean break with the past, and to ensure a definitive and deliberate end to all unacceptable and secretive practices conducted on- or off-campus, SU and the Wilgenhof students will engage in a facilitated process to shape the renewed and rejuvenated residence.

5.2. The process will be student-driven. It will include SU management, elected and other Wilgenhof students, as well as other male and female student leaders and residence heads. The process will seek to define the rejuvenated residence's values, constitution, disciplinary code, and acceptable practices.

5.3. The intent is that the outcome will be used for the rejuvenation of other residences at SU.

5.4. SU has approached Prof Pumla Gobodo-Madikizela and Dr Wilhelm Verwoerd to be two of the three facilitators of this process. AWIR nominates Dr Francois Hugo as a further independent facilitator to work

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alongside the two SU facilitators. SU undertakes to appoint Dr Hugo as the third facilitator.

- 5.5. The facilitated process will be student led. External parties, including members of the Wilgenhof Bond, may provide insights and suggestions when sought by the students and the facilitators, but will not be intimately involved in every aspect of the process as part of the core team.
- 5.6. The Wilgenhof students recognise the extensive work that will be required from them in the facilitated process, and commit to being positively engaged to achieve the outcomes set out in paragraph 5.1.
- 5.7. The facilitated rejuvenation process will still be ongoing when the students return to the residence in 2025 and it is expected that the process will continue for the rest of 2025, and possibly beyond that.
- 5.8. The relationship between the Wilgenhof HK and the current SU line management and cluster head, and the integration of the renewed residence into the Victoria Cluster, will be issues addressed during the facilitated process. Day-to-day management of both NC Residence and the new residence shall occur according to the University's ordinary processes.

6. PUBLIC STATEMENTS

- 6.1. The parties agree, on the conclusion of this agreement, to make a joint public statement substantially in accordance with annexure A hereto.
- 6.2. Alternatively, the parties agree that:

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- 6.2.1. At least 3 (three) days prior to the publication of this agreement, the parties shall share their intended public statements on the agreement;
- 6.2.2. Each party shall be entitled to make comments on the other party's statement; and
- 6.2.3. The other party shall consider those comments before releasing their statement.

7. **THE NAME OF THE REJUVENATED RESIDENCE**

The Council will decide on the name for the residence in accordance with the following process:

- 7.1. The participants in the facilitated process envisaged above shall, by consensus, propose 4 (four) names to the Council (which may include retention of the name "Wilgenhof").
- 7.2. If the participants are unable to reach consensus on 4 (four) names, the participants may propose names that are supported by a sufficient consensus.
- 7.3. "Sufficient consensus" shall mean that each name has the support of a majority of all 2025 Wilgenhof students, and the support of either: (a) a majority of non-Wilgenhof participants in the facilitated process; or (b) a majority of all participants in the facilitated process, including the elected and selected Wilgenhof students.
- 7.4. The Wilgenhof house committee students shall be responsible for ascertaining the views of the majority of all 2025 Wilgenhof students.


7.5. Council shall choose one of the 4 (four) proposed names.


8. GENERAL PROVISION

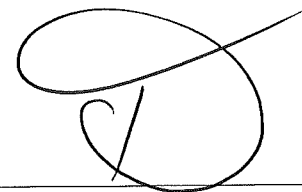
8.1. This agreement may be executed in a number of counterparts and by the same parties in different counterparts, but shall only be deemed to have been concluded when each party has executed at least one counterpart. Each counterpart, when executed, shall be an original, but all counterparts together constitute the same document.

SIGNED at BELLVILLE on 23 OCTOBER 2024.

AS WITNESSES:

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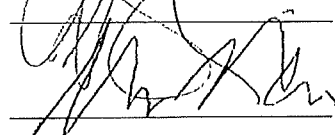


RICK O'KENNEDY
PEPLER O'KENNEDY ATTORNEYS
For and on behalf of AWIR, he
being duly authorised

SIGNED at STELLENBOSCH on 23 OCTOBER 2024.

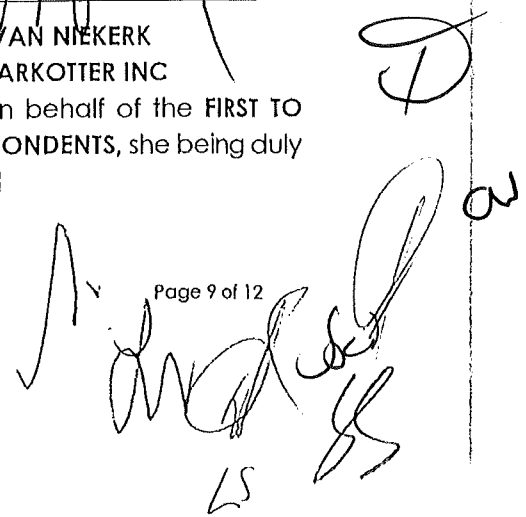
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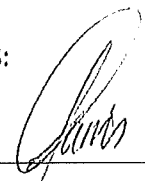


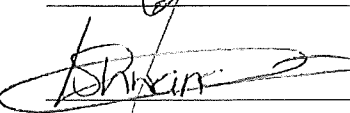
LORINDA VAN NIEKERK
CLUVER MARKOTTER INC
For and on behalf of the FIRST TO
THIRD RESPONDENTS, she being duly
authorised

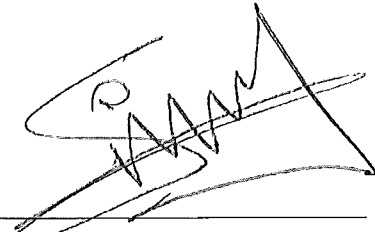


SIGNED at CAPE TOWN on 23 OCTOBER 2024.

AS WITNESSES:

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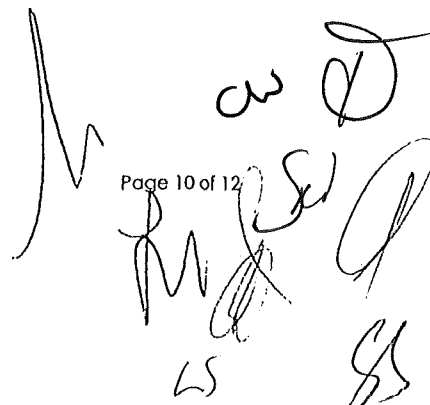
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SHEKESH SIRKAR

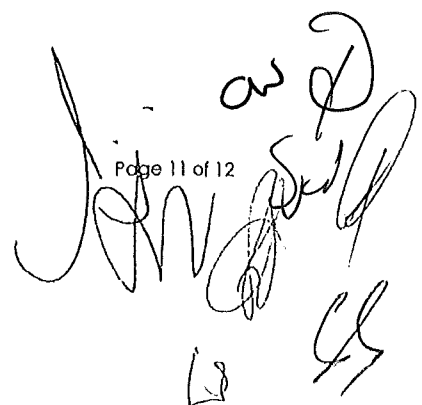
HEROLD GIE ATTORNEYS

For and on behalf of the **FOURTH**
RESPONDENT, he being duly
authorised


aw D
LS GS

JOINT PUBLIC STATEMENT

1. The Association for the Advancement of Wilgenhof Residents ('AWIR') and Stellenbosch University ('SU') have settled the litigation between them concerning the SU Council's decision to close the Wilgenhof residence in 2025.
2. The parties acknowledge the need to make a decisive break with unacceptable and secretive practices of the past and that the events that have occurred since the discovery of the two rooms and their contents in Wilgenhof should be seen as a pivotal moment and used as a catalyst for the transformation of SU and its residences.
3. The AWIR and the Wilgenhof House Committee acknowledge the need for ongoing renewal and change.
4. AWIR and the Wilgenhof House Committee express their commitment to participate in the facilitated renewal and rejuvenation process, and thereby contribute to the further transformation of residences at SU.
5. SU is encouraged by the commitment to change shown by the Wilgenhof House Committee and the students' commitment to the facilitated rejuvenation process.

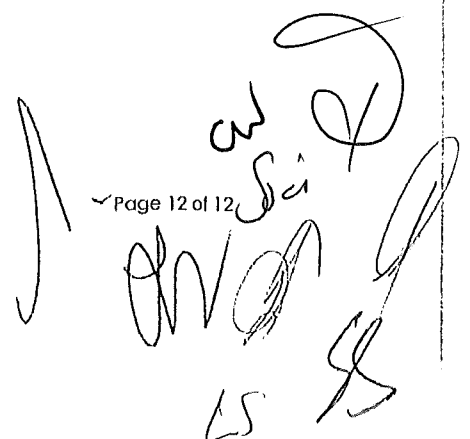
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6. SU regrets and deplors the fact that current Wilgenhof students may have been unfairly labelled, ostracised and isolated. SU recognises that Wilgenhof students may have experienced unfair victimization, abuse, reputational harm and trauma. It was not SU's intention to demonise the Wilgenhof students, but to ensure a decisive break with past unacceptable and secretive practices.

7. As part of the agreement to settle the litigation, in the first semester the 2025 Wilgenhof students, together with new first year students who will be allocated, will be entitled to all move to a new residence together and to retain the current House Committee. SU will conduct as much of the necessary renovations of the building as possible during the first semester. The students, including the new first years, will be entitled, should they wish to do so, to return in the second semester even if some of the upgrades need to be completed after the residents have returned.

8. The parties look forward to working together to shape a rejuvenated residence consistent with SU's values.

✓ Page 12 of 12
Sci
LS

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